

# NORTH GALLERY

## N. J. DOCUMENTS

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**Whereas,** THE NEWARK AQUEDUCT BOARD and THE MAYOR AND COMMON COUNCIL OF THE CITY OF NEWARK, the party of the third part to this contract, desire to procure for the present and future needs of the city of Newark, a supply of pure and wholesome water for domestic purposes, the extinguishment of fires and other lawful uses, and with this end in view have entered into negotiations with the LEHIGH VALLEY RAILROAD COMPANY, the party of the first part named herein, for the purpose of procuring such supply :

Desire of city  
to procure wa-  
ter supply.

**And Whereas,** The said party of the first part, the Lehigh Valley Railroad Company, owns, or claims to own and control, water and water rights in the Pequannock, Wynnockie and Ramapo water-sheds, situate in the northern part of this State, from which such a supply as the city of Newark needs and desires to procure may be obtained, and has offered to furnish the said city, the party of the third part, with a certain quantity of water of the character above described, from the sources above named, upon certain terms and conditions, and has offered for this purpose further to construct, or have constructed, such works as may be necessary to deliver the water thus to be furnished to the said city in the manner agreed, which water, works, and water-rights it is understood the said party of the third part may, upon certain terms and conditions purchase, and thus become the absolute and sole owner thereof :

L. V. R. R.  
Co., owners of  
water-sheds,  
water - rights,  
&c., &c., offers  
to supply wa-  
ter.

**Now,** for the purpose of defining clearly and particularly the rights of all the parties, and of complying with the requirements of the statutes in such cases made and provided this writing made and entered into this twenty-fourth day of September, in the year of our Lord one thousand eight hundred and eighty-nine, between the LEHIGH VALLEY RAILROAD COMPANY, a corporation of the State of Pennsylvania, party of the first part, THE EAST JERSEY WATER COMPANY, a corporation organized under the

Parties to  
contract.



general laws of the State of New Jersey, party of the second part, and the NEWARK AQUEDUCT BOARD and THE MAYOR AND COMMON COUNCIL OF THE CITY OF NEWARK, party of the third part **Witnesseth:**

Sale by L. V. R. R. Co. to East Jersey Water Co., of all water-rights in the Pequannock, Wynockie and Ramapo water sheds.

East Jersey Water Co. capital, \$3,000,000.

L. V. R. R. Co. agrees to furnish further capital.

**First.**—That the said party of the first part has and by these presents does hereby grant, sell, assign, transfer, convey and set over unto the East Jersey Water Company, the party of the second part, its successors and assigns, all or so much of the waters and water rights owned or controlled by the party of the first part, derived and derivable from the water-sheds above named, to wit: The Pequannock water-shed, the Wynockie water-shed and the Ramapo water-shed, situate in the northern part of the State of New Jersey, as shall or may become necessary to enable the said East Jersey Water Company, the party of the second part to carry into effect the said offers of the party of the first part, and to fully keep, fulfill and perform all and singular the covenants and agreements herein made by the said party of the second part on its part to be kept, fulfilled and performed. And the party of the first part hereby further covenants and agrees to and with the party of the third part, that the party of the second part has a paid up cash capital of not less than three million dollars for the uses and purposes of this contract, and by the grant and conveyance herein will be invested with the title to the said water and water rights as fully and completely as the same are now held and enjoyed by the party of the first part. And that in addition to the said paid-up cash capital of the party of the second part, the party of the first part will, from time to time as the same may become necessary, furnish and provide such sum or sums of money to and for the use of the party of the second part as may become necessary, and as will enable the said party of the second part to fully keep and perform all and singular the covenants and agreements herein made on the part of the party of the second part to be kept and performed; and also, that the said party of the second part will faithfully apply all sums of money so furnished solely for the purchase of property, water and



water rights, and in the construction of works in execution, and performance of its covenants and agreements herein made as herein set forth.

**Second.**—For the consideration hereinbefore and hereinafter named, and for the purpose of providing ways and means whereby the said offers and proposals of the party of the first part to the party of the third part may be performed and carried into full effect, the party of the second part, the East Jersey Water Company, hereby covenants and agrees to and with the party of the third part to proceed forthwith to build and construct from some point or points in the water-sheds above named, hereafter to be located and fixed by the party of the second part, as the necessities of this contract shall demand and require, to the points hereafter named in the city of Newark, in the county of Essex, a pipe line or pipe lines, to be made and constructed of steel, wrought iron or cast iron, in a thorough and workmanlike manner, substantially and thoroughly built, and constructed of sufficient strength for the purposes required, properly tested and conforming in all respects with the requirements of this agreement; which conduit or conduits shall be capable of conveying, and through which there may be conveyed and delivered to the party of the third part, a daily supply of water of not less than fifty million gallons per day during each and every day of the year; providing for such conduit or conduits the necessary right of way, and all necessary adjuncts and appliances, in order to make a first-class work for the purposes for which the same are required; and through the conduit or conduits so to be constructed to supply to the party of the third part from the sources above named, or one of them, so much pure and wholesome water for domestic purposes, the extinguishment of fires, and other lawful use, as they, the party of the third part, may need and require, up to the maximum quantity agreed to be delivered as aforesaid; that is to say a daily supply of not less than fifty million gallons on each day forever. The party of the second part further covenants that so much of the water agreed to be

Agreement  
of East Jersey  
Water Co., to  
build pipe line  
or lines to be  
capable of de-  
livering 50,000-  
000 gallons  
daily.



furnished and delivered as aforesaid as shall be necessary to supply all that part or portion of the city of Newark, which is now or hereafter may be supplied with water from what is known as the receiving reservoir, located near the town of Belleville, in the said county of Essex, shall be delivered at the said reservoir through the said conduit or conduits so to be constructed as aforesaid by gravity, at a height and under a pressure such as is hereinafter indicated, so that it may be from thence distributed through the mains and conduits of the said city already in use and hereafter to be constructed, by gravity alone; and also through the said conduit or conduits to deliver so much of the said water as may be necessary to supply what is known as the high-service district in the said city, comprising all that portion thereof which is not now and cannot now be supplied with water by gravity from the said receiving reservoir at Belleville, at what is known as the high-service reservoir, located on South Orange avenue in said city, at an elevation and under a pressure hereinafter indicated, so that it may be from thence distributed by gravity alone throughout the entire limits of the high-service district of the said city, including in such district those portions of territory which may be hereafter supplied with water from that point, under the head and pressure so indicated.

Water to be  
delivered by  
gravity alone.

High service  
supply.

**Third.**—The party of the second part further covenants and agrees to and with the party of the third part that the said works shall be so constructed that the maximum quantity delivered at the high service reservoir shall furnish a daily supply of not less than twenty-five million gallons for each and every day; for the transmission of water from the point of intake, (and in case only one conduit shall be constructed by said party of the second part), a right of way shall be granted them for the second conduit thence to be constructed by the city of Newark, whenever it shall desire.

Daily supply  
of 25,000,000  
gallons deliv-  
ered at high-  
service reser-  
voir.

**Fourth.**—The party of the second part further covenants and agrees to and with the party of the third part to erect, construct and build in a thorough and workmanlike manner



all such dams, reservoirs and works as may be necessary to hold, impound, maintain and deliver the water so to be delivered to the party of the third part, making all necessary erections and constructions therefor, so that water of the quality aforesaid and of the quantity aforesaid, may at all times be delivered through the conduit or conduits so to be constructed as aforesaid, and that so much water shall be held, impounded maintained, and made deliverable at and above the point or points of intake, as they may be hereafter fixed and located, as shall be necessary to furnish through the said conduit or conduits to the said city at the points of delivery therein during each and every day of the year, for all time, the maximum quantity of water above mentioned, and that all the said reservoirs shall be constructed at points in the valleys of the Pequannock or of the Wynockie, or of the Ramapo, at which the water to be retained in them and to be delivered therefrom has not been made unwholesome, or made impure by any matter or substance coming or arising from preventable sources of pollution; and that such dams and reservoirs shall be constructed and built in accordance with the specifications and requirements of this contract.

East Jersey  
Water Co. to  
construct nec-  
essary dams,  
reservoirs, &c.  
&c.

Impounded  
water to be  
kept free from  
pollution.

## SPECIFICATIONS.

### CONDUITS.

**RIGHT OF WAY.**—The right of way for the conduit or conduits shall extend from the reservoirs at the points of intake to the points of delivery, and shall be sufficient in extent, and in all respects, to provide for all the conditions and requirements of this contract, whether one line of pipe be laid or more, and such as will enable the party of the third part, in case of purchase, fully to protect the pipe or pipes laid therein, and maintain and repair the same.

Right of way

**CAPACITY.**—The head to be used for computing the capacity of the conduits shall be the difference between the low-water level, or the bottom elevation of the available capac-

Capacity.



Water for high service to be delivered at S. O. ave. reservoir, 300 ft. above high water at Newark Bay; for low service, Belleville reservoir.

Pipes may be of steel or wrought iron.

Pipes to be tested and coated with asphalt.

Connections, etc.

ity of the reservoir or reservoirs at the points of intake, and the height or elevation of delivery at the points of delivery designated in this paragraph. For the supply of the high service the water shall be delivered at the high-service reservoir, located on South Orange avenue, in the city of Newark, at a height of delivery of three hundred feet above high water mark in Newark Bay (Newark city datum), or seventy-seven feet above the high water level of the said reservoir. The supply for the low service to be delivered at the receiving reservoir at Belleville, shall be delivered at a height of one hundred and sixty-five feet above high water mark in Newark bay (Newark city datum), which is the high water level of the said receiving reservoir.

**MATERIALS AND DESCRIPTION OF CONDUITS.**—The said conduits shall be made or constructed of either steel or wrought iron or cast iron pipe as the Newark Aqueduct Board may elect. The steel or wrought iron to be used shall be of the best quality, for the purpose, but not less than fifty-five thousand pounds tensiled strength for steel, or forty-five thousand pounds for wrought iron. The pipe shall be properly tested and shall have a thickness of shell sufficient to sustain the pressure to which they will be subjected, but shall be in no case less than one-quarter inch in thickness. All punching, drilling, countersinking, cutting, caulking, riveting, etc., shall be done in the best and most workmanlike manner. The pipes and material shall be properly tested, and the pipes coated with asphalt in the most thorough and approved manner. If cast iron pipes are used they shall be of standard weight according to pressure, tested at the foundry in the usual manner, and coated carefully with the best quality of coal tar pitch, specially prepared for that purpose; all joints to be caulked with the best quality of pure soft lead.

The pipe lines or conduits are to be connected at proper points and in a proper manner, and provided with all the necessary special pieces or castings, expansion joints, manholes, check valves, stop valves, air valves, blow-offs provided with waste pipes, and all the other appliances required to make them suitable in every respect for the purpose intended.



**LAYING OF CONDUITS.**—The pipes shall be laid in the best and most thorough manner, on true grade lines on a bed or foundation properly prepared, and where necessary to procure such foundation, on piling. If any bridging shall become necessary to carry the pipes, the bridges are to be constructed with wrought iron girders, with masonry, abutments and piers; if tunneling is done, the tunnels shall be constructed and completed in a workmanlike manner, and supplied with all necessary appliances. Wherever the pipes are laid in a trench or on the surface of the ground, they shall be covered with earth sufficient fully to protect the same and prevent freezing; if this covering forms an embankment, the top and slopes of the same shall be properly protected, by sodding or otherwise; and wherever embankments are made, measures shall be taken and necessary constructions made to secure the proper drainage of the adjoining land. If the pipes or conduits are at any point or points carried over a bridge, or otherwise exposed, they shall be protected by proper covering from the influence or change of the atmosphere.

Conduits.

**DELIVERY.**—The party of the second part is to do all the work at the point or points of delivery, including the erection of necessary stand-pipes, pressure regulators, gate-houses, gate-chambers with stop gates and valves, and whatever else may be needed to insure a proper and efficient delivery of the water into the designated reservoirs. During the progress of this work, every reasonable precaution shall be taken to interfere as little as possible with the present supply system of the city of Newark.

East Jersey Water Co. to erect stand-pipes, gate-houses, etc.

## STORAGE RESERVOIRS.

**CAPACITY.**—The storage reservoirs shall be of the necessary elevation and of such capacity as to insure the maximum daily supply for each and every day contracted to be delivered. There shall be a proper relation between drainage areas, available capacity of reservoirs and the maximum daily supply. The available capacity is to be that part of the contents of the storage reservoirs lying between the

Capacity.



high-water and low-water levels above the effluent pipes, all of which can be drawn off by the pipes or conduits for the regular supply of the city of Newark.

Reservoir  
sites to be  
thoroughly  
cleared.

**CLEARING.**—The reservoir sites must be thoroughly cleared. All trees, dead and fallen timber, logs, saplings, scrub, underbrush, vegetation, stumps, posts and other material must be thoroughly grubbed and removed, and the whole of the material stacked and burnt, or otherwise disposed of, and the total area must be raked clear from all refuse, dead leaves vegetation and other rubbish, and thoroughly cleaned and prepared in every way, and all slopes properly protected, so as to be fit for the purpose intended before water is let into the reservoirs.

No artificial lakes or ponds, or lakes or ponds where the water surface has been extended by the flooding of adjoining or adjacent lands, or sites of artificial lakes or ponds, or flooded lands not previously cleared and prepared as above described, shall be placed in service as storage reservoirs, until thoroughly prepared according to these specifications, to the end that the water flowing therefrom shall at all times be pure and wholesome, and free from harmful or deleterious matter or substance.

Sixty ft. of  
cleared space  
around reser-  
voir.

**SPACE.**—There shall be a cleared space around the water surface of the reservoirs or high water contour of not less than sixty feet, and additional space where it may be needed which is to be included in the conveyance of the reservoir sites to the city of Newark.

Minimum  
depth eight ft.

**SHALLOW FLOWAGE.**—With the exception of the necessary slopes, and points where the formation makes it impracticable, the minimum depth of the reservoirs shall not be less than eight feet below the full water line.

Dams.

**RESERVOIR DAMS.**—The reservoir dams may be either of masonry, or earth embankments, as may be best suited to the different localities. They shall be of sufficient height and strength, of the best adapted shape, and built in the most substantial and thorough manner, on properly prepared foundations, with the necessary effluent pipes, gate-houses, with gate-chambers and vaults, gates, valves, screens and all other appliances and appurtenances proper



for the purpose intended, with the necessary slope walls, by-wash, waste-weirs, blow-offs, drains and waste pipes, and they shall be provided with such sufficient space or area of land along the foot and side as may be necessary to protect the same, and shall be fenced, where required. In case there should not exist a public road or roads leading to and permitting access to the reservoirs where located, necessary lands and right of way shall be acquired and furnished to give such access. All parts of the works exposed to the eye shall be of neat and workmanlike appearance, without unnecessary ornamentation, and shall be of a thorough, proper and workmanlike construction, sound, solid and sufficient. The specifications herein given being general, any workmanship or material not mentioned or described, necessary to make the works to be constructed complete, and in all respects of the best quality of their several kinds, shall be performed and furnished by the party of the second part as fully and thoroughly as if the full details and specifications therefor had been given herein.

Access either  
by public or  
private roads  
to reservoirs  
to be provided.

**Fifth.**—The party of the second part further covenants and agrees to and with the party of the third part, that all the works necessary to be constructed and hereby agreed to be built and constructed (which shall be capable of delivering the maximum quantity of water hereby agreed to be furnished, of which not less than twenty-five million gallons per day may be delivered at the high service), shall be completed, finished, and in every respect perfected according to the terms and condition of this contract on or before the first day of May, eighteen hundred and ninety-two, on and after which date all the water agreed to be furnished shall be ready for delivery by gravity both at high and low service, as herein provided; if, however, in the execution of this contract, the party of the second part shall be impeded or delayed by strikes, or by injunctions or other judicial process, or by the act of God, or the public enemy, the period so allowed for final completion shall be extended for a time equal to the period during which such delay or

25,000,000 gal-  
lons delivered  
to high service  
daily.

Entire 50,000-  
000 gallons to  
be ready for  
delivery by  
May 1, 1892.

Proviso.



Forfeit \$100  
daily.

interruption shall continue and in case such delay or interruption shall be threatened or occur, the party of the second part covenants and agrees to use all proper means forthwith to prevent or terminate the same, to the end that the work may proceed and to cause said works to be constructed and completed and ready for the delivery of water according to the terms of this contract at the earliest date practicable; and in case the party of the second part shall make default in the delivery of the said water within the time herein provided, it shall forfeit and pay to the party of the third part as fixed and liquidated damages for each day's delay thereafter until the delivery is so made the sum of one hundred dollars.

Payment for  
water by the  
million gal-  
lons.

**Sixth.**—The party of the third part hereby covenants and agrees to and with the party of the second part, that whenever the party of the second part shall be ready to deliver the water to the party of the third part under the terms of this contract, and shall so notify the said party of the third part by notice in writing addressed to the Aqueduct Board of the said city of Newark, and delivered to the President of the said Board or to the Mayor of said city, or in their absence to the Secretary of said Board or to the Clerk of said city, that the party of the third part will then and thereafter take, accept, receive and pay for said water as follows—that is to say, the period during which the party of the third part, under the terms of this contract, shall accept, receive and pay for the water by the million gallons shall be for a continuous period of twenty-five years, commencing at a date at which delivery is first made; the party of the third part will take, receive and pay for at least fourteen million gallons per day from the date at which the party of the second part is ready to deliver water, and shall give the notice above specified, and so much in excess thereof as may be necessary for the use of the party of the third part and the party of the third part shall have the right to demand and require, and the party of the second part agrees to supply at the rates named in this clause, so much water as may be needed for the use of the said



city of Newark during the whole of the said term up to the maximum quantity herein agreed to be furnished ; and the party of the third part further covenants and agrees while it shall continue to take water by the million gallons under the terms of this contract, it will pay the party of the second part therefor at the rate of thirty-nine dollars for each million gallons taken, up to a consumption of twenty million gallons per day, and it is covenanted and agreed between the said parties that when the consumption by the party of the third part shall exceed twenty million gallons per day, that then, for each million gallons thereafter supplied daily in excess of twenty million gallons daily, the price shall be reduced on all delivered at the rate of fifty cents per million gallons until the rate to be paid shall reach the sum of thirty-six dollars per million gallons, after which it shall remain at that price during the whole period during which water is furnished by the party of the second part to the party of the third part by the million gallons under the terms of this contract.

Maximum  
price \$39 per  
million gals.

**Seventh.**—It is further covenanted and agreed by and between the party of the second part and the party of the third part, that the quantity of water supplied to the party of the third part by the party of the second part, under the terms of this contract by the million gallons, shall be properly and accurately measured, each and every day by the party of the second part, and that the party of the third part, by its properly appointed officer or officers, shall have the right at any time to be present at and examine and test the measurement of water so delivered, and that the party of the second part shall have the right of access at all times to any property of the party of the third part for the purpose of testing the quantity of water supplied to and taken by the said city ; and for the purpose of measuring the same, may erect and use such appliances as may be necessary for this purpose, and as may be required from time to time ; and it is further covenanted and agreed by and between the said parties that should any dispute arise between them in relation to the accuracy of any of the measurements made by the party of the second part of the

Measure-  
ment to be  
made by E. J.  
Water Co.

In case of  
dispute.



Arbitrators.

water so supplied to the party of the third part, and such dispute cannot be settled between the said parties, that the same shall be referred to and determined by arbitrators, who shall be disinterested persons selected by the parties, one by each ; and if such arbitrators cannot agree, they may call to their assistance a third arbitrator, or umpire, for this purpose ; and the decision of any two of such arbitrators shall be binding and conclusive upon the said parties.

Payment for water by million gallons to be made quarterly.

**Eighth.**—It is further covenanted and agreed by and between the said parties of the second part and the third part, that the payment for water by the million gallons delivered under the terms of this contract shall be made by the party of the third part to the party of the second part, quarterly—that is to say, on the first days of April, July, October and January in each year, upon proper certificates of the quantity delivered, to be made and given by the party of the second part to the party of the third part. In case, however, there is a dispute in relation to the quantity delivered, payment may be made in relation to the disputed quantity, after the dispute has been determined as herein provided ; for so much, however, of the quantity delivered as is not disputed, payment shall be made at the time such payment is due as herein provided.

Provides for the city of Newark to become absolute owner of entire plant.

**Ninth.**—It is hereby further covenanted and agreed by and between all the parties of this contract that the party of the third part, their respective successors and assigns, shall have the right at any time after this contract shall have been executed within one year after the date of the final completion of all the works herein agreed to be built and constructed, to terminate that part of this contract which provides for the purchase of water by the party of the third part from the party of the second part by the million gallons, by exercising the option hereinafter given, and to become the owner absolutely in its own right of the water, water rights, dams, reservoirs, and works constructed by the party of the second part, for the purposes of this contract, with all their appurtenances, upon the following



terms and conditions : The option hereby given to purchase shall be exercised by the party of the third part within the time above limited, and such option shall be manifested by a resolution passed by the Newark Aqueduct Board, and approved by the Common Council of the city of Newark, a certified copy of which shall be delivered either to the President, Secretary, Treasurer, or one of the Directors of the East Jersey Water Company, the party of the second part, its successors or assigns. Upon the exercise of such option in the manner aforesaid, and the delivery to and the acceptance of the said works, water and water rights, by the party of the third part under such option as herein provided, the party of the third part shall pay to the party of the second part, its successors or assigns, in current money of the United States, or in the legally authorized and issued bonds of the city of Newark, the sum of four millions of dollars, bearing interest as hereinafter specified; upon the making of such payment, the party of the second part shall immediately convey to the Mayor and Common Council of the city of Newark, freed and cleared of the claims and demands of every person and persons whatsoever, the dams, reservoirs, reservoir sites, conduit or conduits, and all the works of every nature and kind built and constructed by the party of the second part, as required by the terms of this contract, for the purpose of furnishing the supply of water herein contracted to be furnished by the party of the second part to the party of the third part, with all their appurtenances, together with water and water rights aforesaid, sufficient to supply fifty million gallons of said water daily forever, by good and sufficient conveyances in law, for investing the party of the third part with the title thereto absolutely, such conveyance to contain full covenants of ownership, right to convey, and warranty, and against all incumbrances, and also the rights of way over which the pipe line or pipe lines are laid and constructed. The party of the second part further covenants and agrees that such works so to be constructed and so to be conveyed and delivered, shall be capable of delivering to the city of Newark, and shall deliver to the city of Newark, water of

Terms and conditions.

To pay \$4,000,000 for which E. J. Water Co. conveys to the city all right, title, etc., in plant.

To supply 50,000,000 gallons daily forever.



Suit must be  
brought with-  
in eleven  
years.

East Jersey  
Water Co. to  
divert and use  
surplus water.

the quality aforesaid, of the quantity agreed to be furnished, and in the manner agreed to be furnished, and shall be constructed and made in a thorough, substantial and workmanlike manner, and shall be in all respects in complete order; and such conveyance shall contain a covenant that said works then conform or shall be made to conform to the requirements of this contract. Any suit to enforce performance or for an alleged breach of this covenant shall however be brought within eleven years from the date hereof and not after. The conveyance shall also include the right to divert through the conduit or conduits so to be constructed and the works so to be built, and to use for the supply of the said city water up to the maximum quantity agreed to be furnished. It is understood and agreed, however, between the said parties, that the conveyance to be made as aforesaid upon the exercise of the said option and payment of the said sum of money shall be subject to the license given by the terms of this contract to the party of the second part, its successors and assigns, to divert and use during a certain term a certain portion of the water as hereinafter provided; and that the said party of the second part may have the right to build or construct other pipe lines or conduits crossing the pipe lines or conduits so to be constructed under the terms of this contract, such crossings, however, to be made in such manner as in no way to interfere with or injure the works to be constructed by the party of the second part for the party of the third part under the terms of this contract.

**Tenth.**—It is further covenanted and agreed by and between the parties to this contract that the party of the second part in constructing the works required, and necessary to be constructed and built under the terms of this contract, and also in providing for the use or so much of the water as it is herein permitted to divert and use, shall have the right to lay pipes through the streets, avenues and lands of the city of Newark, public parks excepted, provided, however, that such construction through such streets, avenues and lands as to the designation of the same and otherwise, shall be made

East Jersey  
Co. given right  
to lay pipes  
through New-  
ark streets.



under the direction of the street commissioner and city surveyor of the city of Newark, and shall be as far as possible through streets unpaved, and shall not interfere with or injure other constructions or works made therein, and that the party of the second part shall at its own cost and expense immediately fill up all excavations and relay any pavement or sidewalk removed, and leave such streets, avenues and lands in as good condition after such pipes are laid therein as they were before such work was commenced.

**Eleventh.**—It is further covenanted and agreed that upon the exercise of the option to purchase herein provided for, and upon the conveyance to the party of the third part of the works, water and water rights to be conveyed upon the exercise of said option, the party of the third part will be and become indebted to the party of the second part, its successors and assigns, in the further sum of two million dollars; it is agreed, however, between the said parties that the payment of the last mentioned sum of two millions of dollars shall be deferred and shall not be made by the party of the third part to the party of the second part until the expiration of eleven years from the date of this contract, at which time such payment shall be made. Such deferred payment may be made either in cash or in bonds of the city of Newark of the character hereinafter described, at the option of the party of the third part. But for the evidence of said indebtedness, and for the better securing the payment thereof at the time hereinabove mentioned, the party of the third part hereby covenants and agrees with the party of the second part, that it will at the time of the delivery of the conveyance mentioned in the ninth section hereof, in addition to the payment of four million dollars provided for in said section, also deposit with some person or corporation to be agreed upon, bonds of the said city of Newark for the said sum of two million dollars, of the character described in the thirteenth section hereof, except that interest on said bonds shall not accrue or commence to run until the expiration of said term of eleven years, to be held in es-

Provides for a further payment of \$2,000,000 at the expiration of eleven years without interest.

To be held in escrow.

East Jersey  
Co. to main-  
tain works  
during eleven  
years.

City of New-  
ark to be fur-  
nished with  
water up to  
\$7,500,000 gal-  
lons daily.

crow, and if before or at that time the said party of the third part shall elect to make said payment in bonds, then the said person or corporation holding the same shall deliver said bonds as and for such payment; but if said party of the third part shall elect to make such payment in cash, then on the receipt of said sum of two million dollars, lawful money of the United States, by said party of the second part, and proof thereof to said person or corporation made, the said person or corporation aforesaid will return said bonds to the party of the third part in the same condition as to coupons as when they were delivered. And in consideration of such deferred payment and of the maintenance of the works by the party of the second part, until said last mentioned date as hereinafter provided and agreed, it is agreed between the party of the second part and the party of the third part that the party of the second part shall, during all the period that shall elapse between the date of the first payment and the date of the final payment, have the right to divert, use, and for its own benefit dispose of so much of the water conducted through the conduit or conduits and furnished by the works specially built and designed for the city of Newark, as the said city may not during that time need for its own use, for domestic purposes, for extinguishment of fires and its other lawful uses, up to twenty-seven million five hundred thousand gallons daily, and shall, in any event, have the right so to divert and use during all that period all the water so conducted in excess of twenty-seven million five hundred thousand gallons daily, with the right to connect with the pipelines and works so constructed, and take the water therefrom as herein provided, at such point or points as the party of the second part may desire; provided that if the party of the second part shall desire to make any connections with such pipeline within the city of Newark, they shall be made at such point or points as the Newark Aqueduct Board shall designate and not otherwise; provided, further, that the party of the third part shall, at all times during said period have supplied to it for its own use, as hereinbefore stated, both at high service and low service, so much as it may need.



for its own use up to a supply in all of twenty-seven million five hundred thousand gallons for each and every day. And it is further covenanted and agreed by and between the said parties that during the period above specified within which the party of the second part may divert and use for its own benefit the water so to be conducted through the works specially designed and constructed for the supply of the city of Newark, as herein provided, that it shall at its own cost and expense, keep and maintain all the dams, reservoirs, conduits and works specially designed for the city of Newark, and constructed under the terms of this contract, in good order and repair, and shall have such control over the same as may be necessary for the purposes of this contract, and shall deliver the same at the end of the said period to the party of the third part in good order and repair upon the payment of the last mentioned sum of two millions of dollars, and thereupon all the right and interest of the party of the second part of, in and to the same and every part thereof, and all control over the same shall cease and determine, and the same shall thereafter be kept and maintained by the party of the third part, nor shall said party of the second part thereafter be bound to preserve the purity of the water. *Provided, however,* That if said party of the second part shall under the terms of this contract lay any pipe or pipes in the streets, avenues or lands of the said city for the purpose of diverting water, during the period allowed, the same shall at the end of such period become and be the property of the said city.

Maintenance and control by East Jersey Water Co.

Proviso.

**Twelfth.**—It is nevertheless agreed on the part of the said party of the second part in furtherance of the contracts hereinbefore made, that the said pipes, conduits, reservoirs, dams, and other works, and each of them, shall be properly constructed, and of such strength as shall ensure safety to all property in the city of Newark, through under or near to which the same shall be located; and the said party of the second part hereby agrees to indemnify and save harmless the said city and all individuals owning property therein from loss or damage thereto, and all per-

Indemnity.

sons injured while therein by reason of any outbreak of said pipes, conduits, reservoirs, dams or other works, resulting from negligence or breach of contract by the party of the second part either in construction or maintenance, not occasioned by the act of God or of the public enemies or through the contributory negligence of parties aggrieved, the intent hereof being, and the said party of the second part hereby declares that they will be responsible for all loss or damage arising from the fault of their erections, either in material or construction or in the maintenance thereof, to the same extent, and in the same manner as they would or might be in law had they acquired their right of way otherwise than by the permission of said city; *Proviso.* *provided, however,* That such liability shall not continue after the expiration of eleven years from the date hereof when the injury complained of shall arise from want of proper care or defect in maintenance.

*Manner of payment.* **Thirteenth.**—The party of the third part further covenants and agrees to and with the party of the second part that in case it shall pay the purchase money for said works, water and water rights as herein provided under the exercise of the option herein given, by the bonds of the city of Newark, that such bonds shall be legally authorized and issued and shall be binding and valid obligations of the said city; that such bonds shall be payable not more than thirty nor less than twenty years from the date of issue, and shall bear interest payable semi-annually, at four per cent. per annum.

*City to exercise powers to prevent pollution.*

**Fourteenth.**—It is further stipulated and agreed that in case it should be found that any powers or rights held or possessed, or that may hereafter be acquired by the party of the third part, whether in respect to the prevention of the pollution of any waters or the prevention of injury to any portion of the works constructed for the supply of water, or the punishment for such injury or otherwise, or



for the condemnation of lands, waters or rights, may be advantageously used or exercised for the purposes of this contract, the party of the third part hereby agrees so far as it has or may acquire the power so to do, to put such powers and rights in force or to permit the party of the second part, its successors or assigns, so to do in the name of the party of the third part ; *Provided, however,* That in all instances in which such use shall be made at the request of or for the benefit of the party of the second part, its successors or assigns, the cost and expense thereof shall be borne and defrayed by the latter, and the party of the third part shall be properly and fully indemnified against loss or damage by reason thereof ; and the party of the third part further agrees to co-operate with and aid the parties of the first and second part, or either of them, their successors and assigns, in any proper application that may hereafter be made to the Legislature of the State of New Jersey in respect of any matter or matters arising out of or connected with this contract, and necessary or appropriate for the proper carrying out and fulfillment of the same.

To be used  
to protect the  
plant.

Proviso.

E. J. Wat.  
Co. to pay cost  
of such rights  
if so used.

**Fifteenth.**—It is further covenanted and agreed by and between the parties to this contract that the party of the third part in the use of the water to be delivered or purchased under this contract may supply not only the inhabitants within the present or any future corporate limits of the city of Newark, but also the inhabitants of the townships of Belleville, South Orange, East Orange and Clinton ; but will not supply public or private corporations or persons for use outside of the territory aforesaid. And it is also understood and agreed that from and after the completion of the works hereby contracted for and while the city of Newark shall be supplied thereby, neither the party of the first part nor of the second part, nor the Morris Canal and Banking Company, nor the successors or assigns of said corporation or either of them, shall or will furnish or supply any water, or sell or assign any water rights to any person or corporation, for use within any part of the territory aforesaid.

Newark may  
supply certain  
parties with  
water.

Morris Canal  
Co., E. J. Wat.  
Co., L. V. R.R.  
Co. prohibited  
from selling  
water in that  
territory.

City given  
the right to in-  
spect works,  
etc.

Copies of  
plans to be  
filed with city.

**Sixteenth.**—It is understood and agreed by and between the parties to this contract, that the party of the third part by its officers specially appointed for this purpose, may at all times during the execution and performance of the work agreed to be performed by the party of the second part, have the right to inspect the character of the work so performed and the materials used, and also to inspect and test the quality and quantity of the water furnished, and that the party of the second part will afford such officers so appointed every reasonable facility in making such inspection. Copies of such plans and drawings of the different parts of the work as shall be prepared and used by the party of the second part shall be filed in the office of the Newark Aqueduct Board, from time to time as the work progresses.

Exercise of  
option provid-  
ed in ninth sec-  
tion to buy the  
plant, etc.

**Seventeenth.**—It is hereby declared to be the understanding of all the parties to this contract that the party of the third part after the exercise of the option herein given, as provided for in the ninth section, whether such option is exercised and manifested before or after the completion of the works contracted for, is not and shall not be under any obligation to take, receive or pay for water by the million gallons, but that all parts of this contract which relate to the purchase and payment for water by the million gallons, upon the exercise of such option is thereby at once terminated as hereinbefore expressed, and that thereafter this contract shall be construed and taken to be a contract only for the purchase of water, water works and water rights. And it is further declared to be the understanding of all the parties, that by the terms of this contract, the exercise of such option after the completion of the works contracted for, is not and shall not be deemed or taken to be an acceptance on the part of the party of the third part of the works so constructed, or to be constructed, and that the party of the third part is not, and shall not be bound to accept or pay for the same unless, and until the same are in all respects constructed and completed substantially according to the terms, conditions and specifications of this contract. And



it is further covenanted and agreed, and admitted by all the parties to this contract that in case it becomes necessary or desirable, any party hereto in addition to any and all other legal remedies, both as to said contract and said conveyance, when made, may invoke the aid and authority of the Court of Equity to enforce a specific performance of the covenants and agreements therein or in either of them contained.

**Eighteenth.**—In case the entire water supply contracted for herein both for the high and the low service shall be taken from the Pequannock water-shed alone, then and in that case it is understood and agreed by all the parties to this contract that if the party of the third part shall exercise the option to purchase provided for in the ninth section hereof, that neither the party of the first part, the party of the second part, nor the Morris Canal and Banking Company will, after the expiration of the period of eleven years named in section eleven hereof, divert or take any water from the said water-shed above the point of intake established for the said city of Newark, for the use of any other municipality or city, nor authorize any other person or persons or corporations so to do.

E. J. Water  
Co. prohibited  
from divert-  
ing water of  
the Pequannock.

**In Witness Whereof,** The parties aforesaid have hereto respectively set their corporate seals and caused the same to be attested as follows, the Lehigh Valley Railroad Company by the signature of their President and Secretary, the East Jersey Water Company by the signature of the President and Secretary thereof, the Mayor and Common Council of the City of Newark by the signature of Joseph E. Haynes, Mayor, and Samuel H. Pemberton, City Clerk, of said city, and the Newark Aqueduct Board by the signature of Joseph E. Haynes, President of said Board, and William E. Greathead, the Secretary thereof, at Newark, New Jersey, this twenty-fourth day of September,

Attestation.

A. D. Eighteen hundred and eighty-nine. Executed in duplicate.



LEHIGH VALLEY R. R. Co.,

By

E. P. WILBUR,  
*President.*

Attest:

JNO. R. FANSHAWE,  
*Sec'y.*



THE EAST JERSEY WATER Co.,

By

E. P. WILBUR,  
*President.*

Attest:

D. G. BAIRD,  
*Sec'y.*



THE NEWARK AQUEDUCT BOARD,

By

JOSEPH E. HAYNES,  
*President.*

Attest:

WILLIAM E. GREATHEAD,  
*Secretary.*



THE MAYOR AND COMMON COUNCIL OF  
THE CITY OF NEWARK,

By

JOSEPH E. HAYNES,  
*Mayor.*

Attest:

S. H. PEMBERTON,  
*City Clerk.*

Signed sealed and delivered  
in the presence of

JNO. R. FANSHAWE,  
EDWIN B. WILLIAMSON,  
JOSEPH COULT.



State of New Jersey, }  
 County of Essex. } ss.

**Be it Remembered**, that on this twenty-fourth day of September, Eighteen hundred and eighty-nine, before me the subscriber, a MASTER IN CHANCERY OF NEW JERSEY, personally appeared JOHN R. FANSHAW, who being by me duly sworn, does depose and make proof to my satisfaction that he is Secretary of The Lehigh Valley Railroad Company, one of the parties to the foregoing agreement; that he well knows the corporate seal of the said The Lehigh Valley Railroad Company; that the seal thereto affixed is the proper corporate seal of the said Company; that the same was so affixed thereto, and the said agreement signed and delivered by ELISHA P. WILBUR, who was at the date and execution thereof, the President of the said Company, in the presence of deponent, as the voluntary act and deed of the said Company, and that deponent thereupon signed the same as, subscribing and attesting witness.

|                                                                      |   |                  |
|----------------------------------------------------------------------|---|------------------|
| Subscribed and Sworn to before me, this 24th day of September, 1889. | } | JNO. R. FANSHAW. |
| EDWIN B. WILLIAMSON,                                                 |   |                  |
| <i>M. C. C. of N. J.</i>                                             |   |                  |

State of New Jersey, } ss.  
 County of Essex. }

**Be it Remembered**, that on this twenty-fourth day of September, Eighteen hundred and eighty-nine, before me the subscriber, a MASTER IN CHANCERY OF NEW JERSEY, personally appeared DAVID G. BAIRD, who being by me duly sworn, does depose and make proof to my satisfaction that he is the Secretary of The East Jersey Water Company, one of the parties to the foregoing agreement; that he well knows the corporate seal of the said The East Jersey Water Company; that the seal thereto affixed is the proper corporate seal of the said Company; that the same was so affixed thereto, and the said agreement signed and delivered by ELISHA P. WILBUR, who was at the date and execution thereof, the President of the said Company, in the presence of deponent, as the voluntary act and deed of the said Company, and that deponent thereupon signed the same as subscribing and attesting witness.

Subscribed and Sworn to before me this 24th day of September, 1889.  
 EDWIN B. WILLIAMSON.  
*M. C. C. of N. J.*

D. G. BAIRD.



State of New Jersey, }  
 County of Essex. } *ss*

**Be it Remembered**, that on this twenty-sixth day of September, Eighteen hundred and eighty-nine, before me the subscriber, a MASTER IN CHANCERY OF NEW JERSEY, personally appeared SAMUEL H. PEMBERTON, who being by me duly sworn, does depose and make proof to my satisfaction that he is the City Clerk of the city of Newark; that he well knows the corporate seal of the Mayor and Common Council of the City of Newark, one of the parties to the foregoing agreement; that the seal thereto affixed is the proper corporate seal of the said City; that the same was so affixed thereto by him, and the said agreement signed and delivered by JOSEPH E. HAYNES, who was at the date and execution thereof the Mayor of the said City, in the presence of deponent, as the voluntary act and deed of the said City, and that thereupon deponent signed the same as subscribing and attesting witness,

Subscribed and Sworn to before me this 26th day of September, 1889.

EDWIN B. WILLIAMSON,

*M. C. C. of N. J.*

S. H. PEMBERTON.

State of New Jersey, } ss.  
County of Essex. }

**Be it Remembered,** that on this twenty-sixth day of September, Eighteen hundred and eighty-nine, before me the subscriber, a MASTER IN CHANCERY OF NEW JERSEY, personally appeared WILLIAM E. GREATHEAD, who being by me duly sworn, does depose and make proof to my satisfaction that he is Secretary of the Newark Aqueduct Board of the City of Newark; that he well knows the corporate seal of the said The Newark Aqueduct Board, one of the parties to the foregoing agreement; that the seal thereto affixed is the proper corporate seal of the said The Newark Aqueduct Board; that the same was so affixed thereto, and the said agreement signed and delivered by JOSEPH E. HAYNES, who was at the date and execution thereof the President of the said The Newark Aqueduct Board, in the presence of deponent, as the voluntary act and deed of the said The Newark Aqueduct Board, and that deponent thereupon signed the same as subscribing and attesting witness.

Subscribed and Sworn to before me this 26th day of September, 1889.

EDWIN B. WILLIAMSON,  
*M. C. C. of N. J.*

WM. E. GREATHEAD.



**The Morris Canal and Banking Company**, having by a lease in perpetuity, dated May fourth, 1881, granted and conveyed to the Lehigh Valley Railroad Company, all its waters, water rights, and other property, real and personal, hereby ratifies and confirms the within contract, and in consideration of the making thereof, and of one dollar to it paid, unites with the Lehigh Valley Railroad Company, its lessee, in the assignment and conveyance of water and water rights by the said The Lehigh Valley Railroad Company thereby and therein made.

**In Witness Whereof**, The said The Morris Canal and Banking Company has hereto set its common seal, and caused the same to be attested by the signature of its Vice-President and Secretary, this twenty-fourth day of September, A. D. eighteen hundred and eighty-nine. Executed in duplicate.



**THE MORRIS CANAL AND BANKING CO.,**

By

**CHAS. HARTSHORNE,**

*Vice-Pres't.*

Attest:

**JNO. R. FANSHAWE,**

*Sec'y.*

Signed, sealed and delivered  
in presence of:

**JNO. R. FANSHAWE,  
EDWIN B. WILLIAMSON,  
JOSEPH COULT.**

State of New Jersey, }  
 County of Essex. } ss.

**Be it Remembered,** That on this twenty-fourth day of September, eighteen hundred and eighty-nine, before me the subscriber, a MASTER IN CHANCERY OF NEW JERSEY, personally appeared JOHN R. FANSHAW, who being by me duly sworn, does depose and say that he is the Secretary of The Morris Canal and Banking Company, one of the parties named in the foregoing agreement, and who executed the supplementary contract thereto annexed; that he well knows the corporate seal of the said The Morris Canal and Banking Company; that the seal thereto affixed is the proper corporate seal of the said Company; that the same was so affixed thereto, and the said supplementary contract signed and delivered by CHARLES HARTSHORNE, who was at the date and execution thereof, the Vice-President of the said Company, in the presence of deponent, as the voluntary act and deed of the said Company, and that deponent thereupon signed the same as subscribing and attesting witness.

Subscribed and Sworn to be-  
 fore me this twenty-fourth  
 day of September, 1889. } JNO. R. FANSHAW.  
 EDWIN B. WILLIAMSON,  
*M. C. C. of N. J.* }